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INSURANCE COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

BIJAN DAMAVANDI, an individual;
EDNA DAMAVANDI, an individual
and IMPERIAL SOUTH GATE
INVESTMENT, LLC, a California
LLC,

Plaintiffs,

vs.

NATIONWIDE MUTUAL
INSURANCE COMPANY; an Ohio
Non-Profit Corporation and DOES 1-
20, inclusive,

Defendants.

CASE NO.: 2:15-cv-09438-AB-JPR

**PROTECTIVE ORDER RE:
STIPULATION FOR ENTRY OF
ORDER GOVERNING THE
DESIGNATION AND HANDLING
OF CONFIDENTIAL MATERIALS**

**NOTE CHANGES MADE BY THE
COURT**

Plaintiffs Bijan Damavand, Edna Damavandi, and Imperial South Gate
Investment LLC, and Defendant Nationwide Mutual Insurance Company (referred
to individually as a “Party” and collectively as the “Parties”) by and through their

1 attorneys of record, hereby agree to the following Stipulated Order Governing the
2 Designation and Handling of Confidential Materials (“Order”).

3 **WHEREAS**, the Parties anticipate propounding written discovery in the
4 form of Requests for Production of Documents and Things, Interrogatories, and
5 documents subpoenas;

6 **WHEREAS**, the Parties wish to protect the confidentiality of certain trade
7 secrets, proprietary, confidential or proprietary business information, and other
8 financial information, which the Parties consider to be highly confidential or
9 proprietary, while still providing for the discovery or exchange of such
10 documentation to the extent necessary for this Litigation;

11 **WHEREAS**, the Parties wish to ensure that the Parties can obtain and
12 pursue discovery and litigate this matter efficiently and with a minimum of delay
13 and expense, while preserving the confidentiality of such information.

14 **IT IS HEREBY STIPULATED AND AGREED** that the following shall
15 govern the handling of confidential documents, deposition transcripts, and other
16 confidential material filed, produced, used, or otherwise disclosed in the above
17 captioned matter.

18 **I. PURPOSES AND LIMITATIONS.**

19 Disclosure and discovery activity in this action are likely to involve
20 production of confidential, proprietary, or private information and documentation
21 for which special protection from public disclosure and from use for any purpose
22 other than prosecuting this litigation would be warranted. The Parties
23 acknowledge that this Order does not confer blanket protections on all disclosures
24 or responses to discovery and that the protection it affords extends only to the
25 limited information or items that are entitled under the applicable legal principles
26 to treatment as confidential. The Parties further acknowledge, as set forth in
27 Section VI, below, that this Order creates no entitlement to file confidential
28 information under seal. Civil Local Rule (“L.R.”) 79-5 sets forth the procedures

1 that must be followed and reflects the standards that will be applied when a Party
 2 seeks permission from the court to file material under seal.

3 **II. DEFINITION OF “CONFIDENTIAL INFORMATION”.**

4 1. “Confidential Information,” as used herein, means all information in
 5 whatever form, such as oral, written, documentary, tangible, intangible, electronic,
 6 or digitized now or hereafter in existence that:

- 7 a. is regarded by the Disclosing Party as being confidential,
 8 private, or proprietary in nature such that it qualifies for
 9 protection under Fed.R.Civ.P. 26(c)(1)(G); and/or
- 10 b. is the subject of efforts that are reasonable under the
 11 circumstances to maintain its secrecy;
- 12 c. has not been disclosed to the public; and
- 13 d. is protected under the Uniform Trade Secrets Act, California
 14 Civil Code section 3426, *et. seq.*, in that such information
 15 derives independent economic value, actual or potential, from
 16 not being generally known to, and not being readily
 17 ascertainable by proper means, by other persons who can obtain
 18 economic value from its disclosure or use.

19 2. As illustrative examples only, the Parties anticipate that the following
 20 descriptive categories will be designated as Confidential Information under this
 21 Order including, but not limited to, the settlement agreement from the underlying
 22 litigation, customer lists, financial information, retail sales summaries, order
 23 summaries, confidential contracts, and claims handling guidelines.

24 3. The categories of documents set forth in paragraphs II(2) above are
 25 not exhaustive and shall not prevent a Party from designating a document as
 26 confidential pursuant to this Order if the Document is otherwise confidential as
 27 defined in this Order.

28 / / /

1 **III. DESIGNATION AND PRODUCTION OF CONFIDENTIAL**
 2 **INFORMATION.**

3 1. Any Party or third party may designate Confidential Information as
 4 “Confidential.” Any Party or third party designating material as “Confidential”
 5 represents its good faith belief that: (a) the confidentiality of such information is
 6 typically protected pursuant to state or federal laws; (b) the designation is
 7 necessary to protect the Party; and (c) the information designated is appropriately
 8 subject to a confidentiality order under the Federal Rules of Civil Procedure.

9 2. Any Party or third party may designate Confidential Information as
 10 “Confidential–Attorney’s Eyes Only,” if such party represents its good faith belief
 11 that: (a) the criteria set forth in paragraph III (1) above is met; and (b) disclosure
 12 of such information to another party in this suit would cause the Disclosing Party
 13 harm.

14 3. To the extent a Party has produced information prior to the entry of
 15 this Order and that Party believes such information is properly the subject of this
 16 Order, that Party may designate such information as “Confidential” or
 17 “Confidential–Attorney’s Eyes Only,” *nunc pro tunc*, in the manner set forth
 18 above. The terms of this Order shall govern such information from the date of the
 19 designation.

20 4. No information, which is publicly available, including any
 21 information, which can be ascertained by examination of information disseminated
 22 by any Party, should be designated as “Confidential” or “Confidential–Attorneys’
 23 Eyes Only.” Information may be designated as “Confidential” or “Confidential–
 24 Attorneys’ Eyes Only” only when it has not been disclosed to any third party
 25 (except pursuant to a nondisclosure agreement or other legal obligation not to
 26 disclose), and when it contains nonpublic information that may be necessary for
 27 the prosecution or defense of this Litigation, but must be protected against
 28 disclosure to the public.

1 5. All efforts by any party or witness in this matter to designate any
2 information as “Confidential” or “Confidential-Attorney’s Eyes Only” shall be
3 governed by the terms of this Order. The party by whom any disclosure is made is
4 the “Disclosing Party” and the party to whom any disclosure is made is the
5 “Receiving Party.” By receiving any property designated as “Confidential” or
6 “Confidential-Attorney’s Eyes Only” the Receiving Party agrees not to disclose,
7 publish, disseminate, or use, other than as expressly permitted herein, any such
8 information and will assure that all reasonable efforts are made to prevent any
9 unauthorized use, disclosure, publication or dissemination of such information.

10 6. All Confidential Information produced by the Disclosing Party to the
11 Receiving Party in whatever form (e.g., documents, materials, things, testimony or
12 other information) during the course of this matter shall be designated
13 “Confidential” or “Confidential-Attorneys’ Eyes Only” in accordance with the
14 terms of this Order, *infra*, prior to disclosure, by use of a reasonably conspicuous
15 and prominent mark (a) on each page containing confidential material of each
16 document when reasonably possible; or (b) in the case of electronic files, on the
17 surface of any computer disk or other tangible object containing information in
18 electronic form. Only those portions of documents or other materials that are
19 confidential may be so designated.

20 7. Except as otherwise provided in this Order, counsel for the Receiving
21 Party shall receive and retain exclusive custody and control over any information
22 designated as “Confidential” or “Confidential–Attorneys’ Eyes Only” except that
23 independent experts authorized to view such information may retain copies as
24 necessary for their participation in this Litigation.

25 8. Information designated as “Confidential” or “Confidential–Attorneys’
26 Eyes Only” shall not be disclosed to any person or entity except in accordance with
27 the terms of this Order. Except as provided herein, the Parties are prohibited by
28 this Order from distributing, showing, disseminating, discussing, corresponding

1 about, or providing photocopies, reproductions, abstracts, lists, or summaries of
 2 any information designated as “Confidential” or “Confidential–Attorneys’ Eyes
 3 Only” to anyone not identified or classified as set forth below without the prior
 4 written consent of the Disclosing Party or an order by this Court.

5 **IV. LEVELS OF CONFIDENTIALITY.**

6 1. Any information designated as “Confidential” or “Confidential-
 7 Attorneys’ Eyes Only” shall be restricted in accordance with the following levels
 8 of confidentiality:

9 2. “Confidential-Attorneys’ Eyes Only” — Information designated as
 10 “Confidential-Attorneys’ Eyes Only” shall be restricted to viewing, copying by,
 11 and disclosure to:

- 12 a. Attorneys acting on behalf of the Parties in this matter;
- 13 b. The office personnel employed by the counsel working under
 14 the direct supervision of said counsel;
- 15 c. The Court including all personnel of the court;
- 16 d. Witnesses during deposition;
- 17 e. Experts and consultants necessarily retained by counsel of
 18 record in this litigation and their colleagues, advisors, and
 19 secretarial and clerical assistants who are actively assisting in
 20 the preparation, evaluation and trial of this Litigation;
- 21 f. Employees of imaging, copying or microfilming services
 22 utilized with respect to this Litigation;
- 23 g. Court reporters and other persons involved in recording
 24 testimony in this Litigation;
- 25 h. Any other person to whom disclosure is required by law.
- 26 i. Insurers of the Parties and their counsel; and
- 27
- 28

j. The “in house” attorney, general counsel, or legal officer of the Parties and the office personnel employed by the counsel working under the direct supervision of said counsel

3. Before information designated as “Confidential–Attorneys’ Eyes Only,” or contents thereof, are disclosed to any person specified in paragraphs IV(2)(d) or IV(2)(e) above, counsel for the Party disclosing such information shall provide to those persons a copy of this Order, and such person must agree (i) to be bound by the terms hereof by signing the “Acknowledgment and Agreement to be Bound” attached hereto as Exhibit A. Information designated as “Confidential–Attorneys’ Eyes Only” shall not be viewed by the Receiving Party or by anyone acting on its behalf, other than its respective counsel, except as set forth above.

4. “Confidential” — Information designated as “Confidential” shall be restricted to viewing, copying by, and disclosure to:

- a. All “Confidential–Attorneys’ Eyes Only” persons;
- b. All employees, officers, and directors of each Party of record. It is not necessary that each such person sign this Order, provided that the Receiving Party has previously notified all employees, officers, and directors of the existence of this Order, its terms, and the consequences of an unauthorized disclosure; and
- c. Witnesses or potential witnesses in this Litigation.

V. DEPOSITIONS.

1. Any party may designate testimony on oral deposition as “Confidential” or “Confidential–Attorneys’ Eyes Only.” The designation of such testimony shall be made at any point during the deposition by so stating on the record and identifying the level of protection desired.

1 2. Once testimony has been designated as “Confidential” or
2 “Confidential-Attorneys’ Eyes Only,” only the following persons shall be present
3 for the answer:

- 4 a. Persons authorized under this Order;
5 b. The deponent; and
6 c. The reporter and videographer.

7 3. Each court reporter and videographer participating in any deposition
8 shall be provided with a copy of this Order and shall adhere to its provisions. Each
9 court reporter must separately bind those portions of deposition transcript and
10 related exhibits deemed confidential and shall further separate into separate bound
11 deposition transcripts—by the various levels of confidentiality—and shall thereon
12 place a reasonably conspicuous and prominent designation on each page of each
13 such bound transcript or exhibits, clearly label any media, including, but not
14 limited to, videotapes of depositions and computer disks, containing information
15 designated as “Confidential” or “Confidential-Attorneys’ Eyes Only,” and shall
16 attach an executed copy of the “Acknowledgment and Agreement to be Bound” as
17 an exhibit to the deposition transcript.

18 4. Each party shall cause each copy of the transcript in its custody or
19 control or that comes into its custody or control to be immediately marked as
20 designated.

21 **VI. ITEMS FILED WITH THE COURT.**

22 1. When any documents, things, or testimony in whatever form are filed
23 or lodged with Court that are designated as “Confidential” or “Confidential-
24 Attorneys’ Eyes Only,” the using party shall make a good faith effort to have the
25 documents, things, or testimony maintained under seal by application to the Court
26 pursuant to Rule 79-5 for the filing of records under seal.

1 2. To the extent practicable, designated items or the substance of
2 designated items shall be filed separately or in severable portions of filed papers,
3 so that non-designated items may be freely disseminated.

4 3. The Parties shall attempt to agree upon procedures to protect at any
5 hearing the confidentiality of information filed under seal and shall, prior to such
6 hearing, submit such proposed procedures, including any disputes thereto, to the
7 Court for its approval or modification.

8 **VII. INADVERTENT DISCLOSURE.**

9 1. The inadvertent or unintentional disclosure of “Confidential” or
10 “Confidential-Attorneys’ Eyes Only” or any other privileged or protected item,
11 regardless of whether the item was so designated at the time of disclosure, shall not
12 be deemed a waiver in whole or in part of a Party’s claim of protection or privilege
13 either as to the specific information disclosed therein or on the same or related
14 subject matter.

15 2. This Order is without prejudice to any Party’s right to assert the
16 attorney-client, work product, or other privileges or doctrines, or to any other
17 Party’s right to contest such claims. By making information designated as
18 “Confidential” or “Confidential – For Counsel Only” available to the other Party,
19 the producing Party does not waive any confidentiality privilege, doctrine or
20 treatment, and the receiving Party acknowledges and agrees that, by making such
21 materials available, the producing Party has not waived any such confidentiality
22 privilege, doctrine or treatment or disclosed any proprietary or confidential
23 information, trade secret, or any other business or confidentiality privilege,
24 doctrine or treatment. By receiving information designated as “Confidential” or
25 “Confidential – For Counsel Only,” the receiving Party does not acknowledge or
26 agree that such materials are entitled to such designation, and does not waive the
27 right to contest such designation by way of application to the Court.

1 3. Pursuant to Fed. R. Evid. 502(b), the production by any Party during
2 discovery of documents containing information protected by the attorney-client
3 privilege or the attorney work-product doctrine shall be deemed inadvertent and
4 shall not operate to waive the protections of the privilege or the doctrine by or as to
5 the producing Party, provided that as soon as reasonably practicable after the
6 producing Party's learning of the production or the receiving Party's notification to
7 the producing Party of its receipt of the documents that may be subject to the
8 attorney-client privilege or the work product doctrine, the producing Party has
9 requested the return of the documents. Upon receipt of a request, the receiving
10 Party shall immediately return such documents to the producing Party, shall not
11 retain any copies, and shall not use the information or the fact of inadvertent
12 disclosure in any manner in this Litigation.

13 4. The Receiving Party shall promptly destroy, sequester, or return to the
14 Disclosing Party any protected or privileged item discovered by the Disclosing
15 Party or the Receiving Party to have been disclosed inadvertently. If the Receiving
16 Party disclosed the protected or privileged item before being notified of the
17 Disclosing Party's claim of protection or privilege, it must take reasonable steps to
18 retrieve the item for destruction, sequestering, or return to the Disclosing Party.

19 5. If information designated as "Confidential" or "Confidential—
20 Attorneys' Eyes Only" is disclosed to any person other than in the manner
21 authorized by this Order, the Party responsible for the disclosure must immediately
22 advise counsel for the Disclosing Party of all pertinent non-privileged and
23 nonwork-product facts relating to such disclosure and, without prejudice to any
24 other rights and remedies of the Parties, make every effort to retrieve the
25 Confidential Information and to prevent further disclosure by it or by the recipient
26 of such information.

1 6. No Party will be responsible to another Party for disclosure of
2 Confidential Information under this Order if the information in question is not
3 labeled or otherwise identified as such in accordance with this Order.

4 **VIII. ACKNOWLEDGMENT OF ORDER.**

5 1. Each person required by this Order to sign a statement agreeing to be
6 bound by this Order must sign a statement to be delivered to and maintained by the
7 Disclosing Party in the form attached hereto as EXHIBIT A.

8 **IX. AGREEMENT OF PARTIES TO ORDER.**

9 1. All Parties to this action, their counsel, and all other persons subject to
10 this Order shall be bound by this Order and shall abide by all of the terms of this
11 Order until otherwise ordered by the court or by written notice releasing them from
12 the respective obligations received from the pertinent Disclosing Party.

13 2. In the event that information designated as Confidential Information is
14 contemplated to be used at trial, the Receiving Party seeking to use such
15 information shall give notice to the Court and the Disclosing Party of its intention
16 to use the Confidential Information at trial sufficiently in advance of its
17 contemplated use so that the Court can have the matter heard. The Disclosing
18 Party continues to bear the burden of showing to the Court that there is a
19 compelling reason to keep the materials sought to be used at trial as subject to and
20 treated under the terms of an Order that the judicial officer conducting the
21 proceedings deems appropriate. See Kamakana v. City & Cnty. of Honolulu, 447
22 F.3d 1172, 1180 (9th Cir. 2006).

23 **X. CONTINUING EFFECT OF ORDER.**

24 1. At the conclusion of this matter by lapse of all appeal right after entry
25 of final judgment from which no further rights of appeal exist, or by settlement of
26 this matter, all Confidential Information produced in this litigation, including all
27 copies made of such material shall, upon demand by the Party that produced it, be
28 returned to counsel for that Party that produced it. If no request for return is

received within 30 days of final disposition, the Party in possession shall destroy such Confidential Information. The Court and Court personnel are exempt from the provisions of this Section X.

2. This Order shall continue to be binding after the conclusion of this litigation except that a Party may seek the written permission of the Disclosing Party or further order of the Court with respect to dissolution or modification of this Order. The Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed pursuant to this Order, and to enforce or modify this Order.

3. Notwithstanding the foregoing, counsel for each Party may retain all pleadings, briefs, memoranda, motions, and other documents filed with the Court that refer to or incorporate Confidential Information, and will continue to be bound by this Order with respect to all such retained information. Further, attorney work product materials that contain Confidential Information need not be destroyed, but, if they are not destroyed, the person in possession of the attorney work product will continue to be bound by this Order with respect to all such retained information.

XI. ADDITIONAL RELIEF.

1. No Party is prevented from seeking relief not provided by this Order, or otherwise seeking court approval as may be appropriate to protect its interests or otherwise prepare this matter for trial.

2. To the extent that there are any disputes relating to the Order, such as the designation of confidential documents, L.R. 37 governs the procedure for resolving such disputes. In making or opposing any motion relating to the designation of Confidential Information, the Party seeking to maintain a document under the Order shall bear the burden of showing specific prejudice or harm if the information sought to be protected is disclosed to the public. *See e.g., Byrd v. General Motors Corp.*, 307 F.3d 1206, 1210-1211 (9th Cir. 2002).

XII. USE FOR THIS LITIGATION ONLY.

1 1. Items designated as “Confidential” or “Confidential–Attorneys’ Eyes
2 Only” under this Order shall not be used by any recipient or disclosed to anyone
3 for any purpose other than in connection with the above-captioned action.

4 2. In the event that any Confidential Information is used in any court
5 proceeding in this action, it shall not lose its confidential status through such use,
6 and the Party using such shall take all reasonable steps to maintain its
7 confidentiality during such use.

8 3. Information designated as “Confidential” or “Confidential–Attorneys’
9 Eyes Only” shall not be copied or reproduced except to the extent that copying or
10 reproduction is reasonably necessary for the conduct of this Litigation. All such
11 copies or reproductions shall be subject to the terms of this Order. Control and
12 distribution of all such material shall be the responsibility of the Parties’ attorneys
13 of record herein and shall be used and disclosed solely in accordance with the
14 provisions of this Order.

15 4. In the event that any Party and/or recipient of Confidential
16 Information pursuant to this Order is served with legal process or otherwise
17 requested to disclose any Confidential Information (the “Disclosing Entity”) by
18 any person or entity not covered by this Order, including, without limitation, state,
19 local or federal agencies, or litigants in other litigation (the “Requesting Entity”),
20 the Disclosing Entity shall give notice thereof, by telephone and facsimile, and
21 transmit a copy of the demand via electronic mail, facsimile, or next day delivery
22 to the attorneys for the Party that originally disclosed the Confidential Information
23 as soon as practicable but in any event sufficiently prior to the requested disclosure
24 to afford an opportunity to intervene for any Party who may be adversely affected
25 by the disclosure except to the extent that such notice is precluded by law. The
26 Disclosing Entity shall, to the extent consistent with the law, treat such materials in
27 accordance with the terms of this Order until any attempt to quash the subpoena or
28 demand is resolved. Nothing herein shall be construed as relieving any person or

1 entity from complying with its obligations pursuant to a lawfully issued subpoena
2 or other court process.

3 5. Nothing in this Order shall restrict the use that a Party may make of its
4 own information, even if that Party designated such information as “Confidential”
5 or “Confidential–Attorneys’ Eyes Only” for purposes of this Litigation.

6 6. Nothing in this Order will bar counsel from rendering advice to their
7 clients with respect to this Litigation and, in the course thereof, relying upon any
8 information designated as Confidential Information, provided that the contents of
9 the information must not be disclosed except as provided for herein.

10 7. Nothing in this Order shall impose any restrictions on the disclosure,
11 publication, dissemination, or use by a Party of material obtained by such Party
12 independent of discovery in this action, whether or not such material is also
13 obtained through discovery in this action, and whether or not such material is
14 designated as “Confidential” or “Confidential-Attorneys’ Eyes Only,” or from
15 disclosing its own Confidential Material as it deems appropriate.

16 **XIII. CHALLENGE TO DESIGNATION.**

17 1. In the event that a Party believes that information designated as
18 “Confidential” or “Confidential–Attorneys’ Eyes Only” by another Party is not
19 properly subject to this Order, the challenging Party may move the Court under
20 Local Rule 37 for an order that such information is not governed by the terms of
21 this Order. The Disclosing Party shall bear the burden of establishing that such
22 information is properly subject to the terms of this Order.

23 2. Should any motion be brought under this Paragraph the prevailing
24 Party may be entitled to recover reasonable attorneys’ fees pursuant to
25 Fed.R.Civ.P. Rules 26(g)(3) and 37(a)(5).

26 3. Nothing in this Order shall prohibit a Party from seeking further or
27 lesser protection of information that it contends is confidential by stipulation
28 between the Parties or by application to the Court.

1 **XIV. MODIFICATION.**

2 1. Any Party to this action may, at any time, request the modification of
3 this Order. Such a request may be granted by the Court upon a showing of good
4 cause only after due notice and hearing.

5
6 PURSUANT TO STIPULATION, IT IS SO ORDERED this 16th day of August,
7 2016.

8
9 **JEAN ROSENBLUTH**

10 JEAN P. ROSENBLUTH

11 United States Magistrate Judge

12
13 Dated: August 4, 2016

14 **ALEXANDER COHEN &**
15 **ASSOCIATES**

16
17 By: /s/ Boris Treyzon

18 Boris Treyzon

19 Alexander Cohen

20 Meagan Melanson

21 Attorneys for Plaintiffs

22 BIJAN AND EDNA DAMAVANDI &

23 IMPERIAL SOUTH GATE

24 INVESTMENTS, LLC

25
26 Dated: August 4, 2016

27 **HINES HAMPTON LLP**

28 By: /s/ Brian Pelanda

Marc S. Hines

Brian Pelanda

Attorneys for Defendant,

NATIONWIDE MUTUAL INSURANCE
COMPANY

ATTESTATION OF CONCURRENCE IN FILING

I hereby attest and certify that on August 4, 2016, I received concurrence from Plaintiffs' counsel, Boris Treyzon, to file this document with his electronic signature attached.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on August 3, 2016.

/s/ Brian Pelanda
Brian Pelanda

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Order that was issued by
 the United States District Court for the Central District of California on
 [_____, 2016] in the case of *Bijan Damavandi, et al.*
v. Nationwide Mutual Insurance Company, Case No.: 2:15-cv-09438-AB-JPR (the
 “Order”). I agree to comply with and to be bound by all the terms of the Order and
 I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to the Order to
 any person or entity except in strict compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of the Order, even if such enforcement proceedings occur after termination of this
 action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of the Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____